

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
PURDUE PHARMA L.P., <i>et al.</i> ,)	
)	Case No. 19-23649 (SHL)
Debtors. ¹)	
)	(Jointly Administered)
)	

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) on September 15, 2019.

PLEASE TAKE FURTHER NOTICE that, on April 4, 2023, in connection with the proposed sale (the “**Sale Transaction**”) of substantially all of the assets of the Debtors’ consumer health business, which is currently conducted by Avrio Health L.P. (collectively, and as further defined in the Stalking Horse Agreement, the “**Avrio Assets**”) to Atlantis Consumer Healthcare Inc. (the “**Stalking Horse Bidder**”) or any other successful bidder (a “**Successful Bidder**”) subject to an auction process (the “**Auction**”), if any, for the Avrio Assets, the Debtors filed a motion (the “**Bidding Procedures Motion**”) ² with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the Sale Transaction and the Auction (the “**Bidding Procedures**”), (b) payment of the Bid Protections to the Stalking Horse Bidder in certain instances defined in the Stalking Horse Agreement, (c) the form and manner of notice related to the Sale Transaction, and (d) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Motion, the Bidding Procedures Order, or the Bidding Procedures, as applicable.

PLEASE TAKE FURTHER NOTICE that, on April 28, 2023, the Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

PLEASE TAKE FURTHER NOTICE that, upon the closing of the Sale Transaction, the Debtors intend to assume and assign to the Successful Bidder the Potential Assigned Contracts. A schedule listing the Potential Assigned Contracts (the “**Potential Assigned Contracts Schedule**”) is attached hereto and may also be accessed free of charge on the Debtors’ case information website, located at <https://restructuring.ra.kroll.com/purduepharma> or can be requested by email at purduepharmateam@ra.kroll.com. In addition, the “**Cure Costs**,” if any, necessary for the assumption and assignment of the Potential Assigned Contracts are set forth on the Potential Assigned Contracts Schedule. *Each Cure Cost listed on the Potential Assigned Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assigned Contract or Assigned Lease prior to the closing of the Sale Transaction, or other applicable date upon which such assumption and assignment will become effective, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective.*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A POTENTIAL ASSIGNED CONTRACT. Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of the Sale Transaction, a Successful Bidder (including the Stalking Horse Bidder) may elect, in its sole and absolute discretion, (i) to exclude any contract or lease on the Potential Assigned Contracts Schedule as an Assigned Contract or Assigned Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (ii) to include on the Final Assigned Contracts Schedule any contract or lease listed on the Potential Assigned Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable, (b) in the event that, after the closing of the Sale Transaction, the Debtors or the Successful Bidder identify any contract or lease with respect to the Avrio Assets to which Avrio Health L.P. is a counterparty that is not a Shared Contract (as defined in the Stalking Horse Agreement), and that is not listed on the Potential Assigned Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assigned Contract or Assigned Lease, as applicable, and the Debtors shall seek to assume and assign such Assigned Contract or Assigned Lease in accordance with the Bidding Procedures, and (c) following the Auction, the Debtors may, in accordance with the Stalking Horse Agreement or the applicable purchase agreement, or as otherwise agreed by the Debtors and the Successful Bidder, at any time before the closing of the Sale Transaction, modify the previously stated Cure Costs associated with any Potential Assigned Contract. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assumption and Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Potential Assigned Contracts Schedule is not guaranteed and is subject to approval by the Court and**

the Debtors' or Successful Bidder's right to remove an Assigned Contract or Assigned Lease from the Final Assigned Contracts Schedule.

Obtaining Additional Information

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Stalking Horse Agreement and the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://restructuring.ra.kroll.com/purduepharma> or can be requested by email at purduepharmateam@ra.kroll.com.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assigned Contract or Assigned Lease (an "**Assumption and Assignment Objection**") with respect to the ability of a Successful Bidder to provide adequate assurance of future performance, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assigned Contract or Assigned Lease, (d) by no later than **17 days from the date of service of the Potential Assumption and Assignment Notice** (the "**Assumption and Assignment Objection Deadline**"), (i) be filed with the Court and (ii) be served on (1) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Eli J. Vonnegut, Christopher S. Robertson, and Dylan A. Consla, (B) Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, Attn: Marie L. Gibson and A. Caroline M. Frizzo; (2) counsel to the Consultation Parties, consisting of (i) counsel to the Committee: Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, One Bryant Park, New York, New York 10036, Attn: Arik Preis and Sara L. Brauner; (ii) counsel for the Ad Hoc Committee: Kramer Levin Naftalis & Frankel LLP, 1177 6th Ave, New York, NY 10036, Attn: Kenneth H. Eckstein; and (iii) counsel for the MSGE Group: Caplin & Drysdale, Chartered, 1 Thomas Cir NW # 1100, Washington, DC 20005, Attn: Kevin Maclay; (3) counsel to the Stalking Horse Bidder, Kirkland & Ellis LLP, 601 Lexington Ave, New York, New York 10022, Attn: Christopher Marcus, P.C., Constantine N. Skarvelis, P.C., and Jordan E. Elkin; and (4) the U.S. Trustee (collectively, the "**Objection Notice Parties**").

Pursuant to the Assumption and Assignment Procedures, an Assumption and Assignment Objection relating to proposed Cure Cost (a "**Cure Objection**"), must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assigned Contract or Assigned Lease, and (d) by no later than **17 days from the date of service of the Potential Assumption and Assignment Notice** (the "**Cure Objection Deadline**"), (1) be filed with the Court and (2) be served on the Objection Notice Parties.

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assigned Contract or Assigned Lease by a party whose contract or lease is listed on a Supplemental Assumption and Assignment Notice (a "**Supplemental**

Assumption and Assignment Objection”) with respect to the ability of a Successful Bidder to provide adequate assurance of future performance or relating to the Cure Costs (to the extent modified from the previously-stated amount) must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) by no later than **17 days from the date of service of such Supplemental Assumption and Assignment Notice**, (1) be filed with the Court and (2) be served on the Objection Notice Parties.

Objections to the Sale Order, the conduct of the Auction or the Sale Transaction (collectively, the **“Sale Objections”**), must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, and (d) by no later than **May 19, 2023 at 4:00 p.m. (prevailing Eastern Time)** (the **“Sale Objection Deadline”**) be (1) filed with the Court and (2) served on the Objection Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to a contract or lease who fails to timely make an objection to the potential assumption and assignment of such contract or lease on or before the Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this Notice (or in the case of a Supplemental Assumption and Assignment Objection, by 14 days from the date of service of such Supplemental Assumption and Assignment Notice) shall be deemed to have consented to the assumption and assignment of such contract or lease, including the Cure Costs (if any), set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice, and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder (including the Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such contract or lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assigned Contract or Assigned Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective.

Other Important Dates and Deadlines³

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections, Cure Objections, and Supplemental Assumption and Assignment Objections, note the following important dates and deadlines:

1. **Auction.** In the event that the Debtors timely receive more than one Qualified Bid for Avrio Assets in addition to the Stalking Horse Bid, and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Avrio Assets. The Auction, if one is held, will commence on **May 17, 2023 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001.
2. **Sale Hearing.** on **May 23, 2023 at 11:00 a.m. (prevailing Eastern time)** before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601. Pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”), the Hearing will be conducted via Zoom for Government® so long as General Order M-543 is in effect or unless otherwise ordered by the Court. Parties wishing to appear at, or attend, a hearing conducted via Zoom for Government® videoconference are required to register their appearance by 4:00 p.m. (prevailing Eastern Time) the day before such hearing at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>

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³ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Dated: April 28, 2023
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Eli J. Vonnegut

Eli J. Vonnegut

450 Lexington Avenue
New York, New York 10017
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Marshall S. Huebner
Benjamin S. Kaminetzky
Eli J. Vonnegut
Christopher S. Robertson

*Counsel to the Debtors
and Debtors in Possession*

Schedule 1.1(d)(ii)

Post-Petition Contracts¹

Counterparty	Contract Name	Contract Type	Date
1WorldSync, Inc.	Omni-Channel Contract by and between Avrio Health L.P. and 1WorldSync, Inc.	Omni-Channel Contract	March 1, 2020
Behaviorally Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Behaviorally Inc.	Services Agreement	March 22, 2021
Cactus Communications Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Cactus Communications Inc.	Services Agreement	August 17, 2022
Caraway Tea Company, LLC	Supply and Distribution Agreement by and between Caraway Tea Company, LLC and Avrio Health L.P.	Supply and Distribution Agreement	February 24, 2021
Caraway Tea Company, LLC	Quality Agreement by and between Caraway Tea Company, LLC and Purdue Pharma L.P.	Quality Agreement	February 26, 2021
Contract Pharmacal Corp.	Statement of Work under the Supply Agreement by and between Contract Pharmacal Corp. and Avrio Health L.P. (SENOKOT TABLETS - US)	Statement of Work	March 19, 2020
Contract Pharmacal Corp.	Statement of Work under the Supply Agreement by and between Contract Pharmacal Corp. and Avrio Health L.P. (SlowMag Coating Reformulation)	Statement of Work	March 8, 2021
Contract Pharmacal Corporation	Quality Agreement by and between Contract Pharmacal Corporation and Purdue Pharma L.P.	Quality Agreement	November 30, 2022
D and R Marketing, LLC	Consultant Services Agreement by and between Avrio Health L.P. and D and R Marketing, LLC	Services Agreement	May 16, 2022
Directive Analytics Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Directive Analytics Inc.	Services Agreement	August 16, 2021
FCB Health, a division of FCB Worldwide Inc.	Master Services Agreement by and between Avrio Health L.P. and FCB Health, a division of FCB Worldwide Inc.	Services Agreement	October 28, 2020
FCB Health, a division of FCB Worldwide Inc.	Amendment #1 to the Master Services Agreement by and between Avrio Health L.P. and FCB Health, a division of FCB Worldwide Inc.	Services Agreement	N/A

¹ Note: References in this Schedule to any agreement include references to such agreement's exhibits, schedules and appendices, as well as any purchase orders entered into in connection with such agreement.

Counterparty	Contract Name	Contract Type	Date
FCB Health, a division of FCB Worldwide Inc.	Statement of Work under Master Services Agreement by and between Avrio Health L.P. and FCB Health, a division of FCB Worldwide Inc.	Statement of Work	December 20, 2022
Fletcher Knight, Inc. (d/b/a Fletcher Knight)	Consultant Services Agreement by and between Avrio Health L.P. and Fletcher Knight, Inc. (d/b/a Fletcher Knight)	Consultant Services Agreement	April 5, 2022
Geri-Care Pharmaceuticals	Non-Exclusive Supply and Distribution Agreement by and between Geri-Care Pharmaceuticals and Avrio Health L.P.	Supply and Distribution Agreement	December 21, 2021
Geri-Care Pharmaceuticals	Amendment #1 to the Non-Exclusive Supply and Distribution Agreement by and between Geri-Care Pharmaceuticals and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Geri-Care Pharmaceuticals	Amendment #2 to the Non-Exclusive Supply and Distribution Agreement by and between Geri-Care Pharmaceuticals and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Geri-Care Pharmaceuticals	Quality Agreement by and between Geri-Care Pharmaceuticals and Purdue Pharma L.P.	Quality Agreement	January 19, 2022
Global Overview, LLC	Consultant Services Agreement by and between Avrio Health L.P. and Global Overview, LLC	Services Agreement	September 25, 2019
Global Overview, LLC	Amendment #1 to the Consultant Services Agreement by and between Avrio Health L.P. and Global Overview, LLC	Services Agreement	N/A
Hamacher Resource Group, Inc.	Master Services Agreement by and between Avrio Health L.P. and Hamacher Resource Group, Inc.	Services Agreement	November 18, 2022
Harmony Foods LLC and Life Science Nutritionals, Inc. (collectively doing business as Santa Cruz Nutritionals (“ <u>Santa Cruz</u> ”))	Supply and Distribution Agreement by and between Santa Cruz and Avrio Health L.P.	Supply and Distribution Agreement	January 1, 2020
Harmony Foods LLC and Life Science Nutritionals, Inc. (collectively doing business as Santa Cruz)	Amendment #1 to the Supply and Distribution Agreement by and between Santa Cruz and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Harmony Foods LLC and Life Science Nutritionals, Inc. (collectively doing business as Santa Cruz)	Amendment #2 to the Supply and Distribution Agreement by and between Santa Cruz and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Harmony Foods LLC and Life Science Nutritionals, Inc. (collectively doing business as Santa Cruz)	Amendment #3 to the Supply and Distribution Agreement by and between Santa Cruz and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Harmony Foods LLC and Life Science Nutritionals, Inc. (collectively doing business as Santa Cruz)	Amendment #4 to the Supply and Distribution Agreement by and between Santa Cruz and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Harmony Foods Corporation, Life Science Nutritionals, Inc. and Sumter Nutritionals,	Quality Agreement by and between Santa Cruz Nutritionals, Inc. and Purdue Pharma L.P.	Quality Agreement	January 13, 2020

Counterparty	Contract Name	Contract Type	Date
LLC (collectively doing business as Santa Cruz Nutritionals, Inc.)			
Humco Holding Group, Inc.	Notice and Consent to Assignment of Agreement with Humco Holding Group, Inc. by and between Humco Holding Group, Inc. and Avrio Health L.P.	Notice and Consent to Assignment	February 24, 2022
Ipsos-Insight, LLC	Consultant Services Agreement by and between Avrio Health L.P. and Ipsos-Insight, LLC	Services Agreement	May 16, 2022
Ipsos-Insight, LLC	Statement of Work by and between Avrio Health L.P. and Ipsos-Insight, LLC	Statement of Work	April 4, 2023
Lightspeed GMI Singapore Pte Ltd	Statement of Work by and between Avrio Health L.P. (formerly Purdue Products L.P.) and Lightspeed GMI Singapore Pte Ltd	Statement of Work	December 21, 2022
Maplebear Inc. (d/b/a Instacart)	Master Advertising and Promotional Services Agreement by and between Maplebear Inc. (d/b/a Instacart) and Avrio Health L.P.	Services Agreement	August 11, 2021
Mindmate, Inc., d/b/a Citruslabs	Master Services Agreement by and between Avrio Health L.P. and Mindmate, Inc., d/b/a Citruslabs	Services Agreement	August 9, 2022
Mindmate, Inc., d/b/a Citruslabs	Statement of Work under the Master Services Agreement by and between Avrio Health L.P. and Mindmate, Inc., d/b/a Citruslabs	Statement of Work	August 18, 2022
Montclairity	Consultant Services Agreement by and between Avrio Health L.P. and Montclairity	Services Agreement	November 11, 2021
Mullenlowe U.S., Inc. (d/b/a Mediahub)	Master Services Agreement by and between Mullenlowe U.S., Inc. (d/b/a Mediahub) and Avrio Health L.P.	Services Agreement	November 1, 2020
Mullenlowe U.S., Inc. (d/b/a Mediahub)	Statement of Work under the Master Services Agreement by and between Mullenlowe U.S., Inc. (d/b/a Mediahub) and Avrio Health L.P.	Statement of Work	January 1, 2023
NEUINTEL, LLC d/b/a PriceSpider	Software as a Service Agreement by and between NEUINTEL, LLC (d/b/a PriceSpider) and Avrio Health L.P.	Services Agreement	February 24, 2021
NEUINTEL, LLC d/b/a PriceSpider	Amendment #1 to the Software as a Service Agreement by and between NEUINTEL, LLC (d/b/a PriceSpider) and Avrio Health L.P.	Services Agreement	N/A
NEUINTEL, LLC d/b/a PriceSpider	Order Form by and between NEUINTEL, LLC (d/b/a PriceSpider) and Avrio Health L.P.	Order Form	January 18, 2023
Neuro-Insight US Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Neuro-Insight US Inc.	Services Agreement	November 28, 2022
Neuro-Insight US Inc.	Statement of Work under the Consultant Services Agreement by and between Avrio Health L.P. and Neuro-Insight US Inc.	Statement of Work	November 28, 2022
NineSigma North America, Inc.	Master Services Agreement by and between Avrio Health L.P. and NineSigma North America, Inc.	Services Agreement	September 1, 2021
Pharma Nobis Acquisition Corp. and Pharma Nobis, LLC (collectively, “ <u>Pharma Nobis</u> ”)	Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	April 30, 2019

Counterparty	Contract Name	Contract Type	Date
Pharma Nobis	Amendment #1 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Pharma Nobis	Amendment #2 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Pharma Nobis	Amendment #3 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Pharma Nobis	Quality Agreement by and between Pharma Nobis and Purdue Pharma L.P.	Quality Agreement	February 12, 2020
Pharma Nobis	Amendment #1 to the Quality Agreement by and between Pharma Nobis and Purdue Pharma L.P.	Quality Agreement	N/A
Pharma Nobis	Letter of Acknowledgment regarding the Label Claim by and between Pharma Nobis and Avrio Health L.P.	Label Claim	November 1, 2021
Racher Press Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Racher Press Inc.	Services Agreement	December 13, 2022
Redeye Media	Consultant Services Agreement by and between Avrio Health L.P. and Redeye Media	Services Agreement	May 22, 2020
Sensory Spectrum Inc.	Consultant Services Agreement by and between Avrio Health L.P. and Sensory Spectrum Inc.	Services Agreement	January 10, 2022
Shopkick, Inc.	Marketing Services Agreement by and between Shopkick, Inc. and Avrio Health L.P.	Services Agreement	February 4, 2022
Shopkick, Inc.	Sales Order under the Marketing Services Agreement by and between Shopkick, Inc. and Avrio Health L.P.	Sales Order	March 13, 2023
Shopkick, Inc.	Sales Order under the Marketing Services Agreement by and between Shopkick, Inc. and Avrio Health L.P.	Sales Order	March 15, 2023
The Trustees of the University of Pennsylvania School	Investigator-Initiated Clinical Trial Agreement by and between Avrio Health and The Trustees of the University of Pennsylvania School	Clinical Trial Agreement	May 21, 2021
The Trustees of the University of Pennsylvania School	Amendment #1 to the Investigator-Initiated Clinical Trial Agreement by and between Avrio Health and The Trustees of the University of Pennsylvania School	Clinical Trial Agreement	N/A
The Trustees of the University of Pennsylvania School	Amendment #2 to the Investigator-Initiated Clinical Trial Agreement by and between Avrio Health and The Trustees of the University of Pennsylvania School	Clinical Trial Agreement	N/A
Tri-Pac, Inc.	Non-Exclusive Supply and Distribution Agreement by and between Tri-Pac Inc. and Avrio Health L.P.	Supply and Distribution Agreement	March 1, 2020
Tri-Pac, Inc.	Amendment #1 to the Non-Exclusive Supply and Distribution Agreement by and between Tri-Pac Inc. and Avrio Health L.P.	Supply and Distribution Agreement	N/A
Tri-Pac, Inc.	Quality Agreement by and between Tri-Pac Inc. and Purdue Pharma L.P.	Quality Agreement	April 10, 2020

Counterparty	Contract Name	Contract Type	Date
Tri-Pac, Inc.	Letter of Intent by and between Tri-Pac Inc. and Avrio Health L.P.	Letter of Intent	February 1, 2023
Wallace Church Associates, Inc.	Master Services Agreement by and between Avrio Health L.P. and Wallace Church Associates, Inc.	Services Agreement	March 11, 2021
Weinman Schnee Morais, Inc. d/b/a Market Research	Consultant Services Agreement by and between Avrio Health L.P. and Weinman Schnee Morais, Inc. d/b/a Market Research	Services Agreement	February 28, 2022

Schedule 1.5(a)

Executory Contracts List

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
Aplicare, Inc.	Quality Agreement by and between Aplicare Inc. and Purdue Products L.P.	Quality Agreement	-	October 22, 2013
Contract Pharmacal Corp.	Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	April 1, 2011
Contract Pharmacal Corp.	Amendment #1 to the Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	N/A
Contract Pharmacal Corp.	Amendment #2 to the Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	N/A
Contract Pharmacal Corp.	Amendment #3 to the Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	N/A
Contract Pharmacal Corp.	Amendment #4 to the Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	N/A
Contract Pharmacal Corp.	Amendment #5 to the Supply Agreement by and between Contract Pharmacal Corp. and Purdue Products L.P.	Supply Agreement	-	N/A
Contract Pharmacal Corp.	Statement of Work under the Supply Agreement by and between Contract Pharmacal Corp. and Avrio Health L.P. (Slow Mag Tablets for Migraine Relief)	Statement of Work	-	June 4, 2018
Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Master Services Agreement by and between Purdue Products L.P. and Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Services Agreement	\$3,440.37	January 25, 2016
Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Amendment #1 to the Master Services Agreement by and between Purdue Products L.P. and Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Services Agreement	-	N/A
Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Amendment #2 to the Master Services Agreement by and between Purdue Products L.P. and Corporate Mailings Inc. d/b/a CCG Marketing Solutions	Services Agreement	-	N/A
Emerson Healthcare Inc.	Quality Agreement by and among Emerson Healthcare Inc., GEODIS Logistics and Purdue Pharma L.P.	Quality Agreement	-	July 18, 2017
Emerson Healthcare Inc.	Amendment #1 to the Quality Agreement by and among Emerson Healthcare Inc., GEODIS Logistics and Purdue Pharma L.P.	Quality Agreement	-	N/A
Emerson Healthcare, LLC	Services Logistics Agreement by and between Purdue Pharma L.P. and Emerson Healthcare, LLC	Services Logistics Agreement	-	April 26, 2017

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
Emerson Healthcare, LLC	Amendment #1 to the Services Logistics Agreement by and between Purdue Pharma L.P. and Emerson Healthcare, LLC	Services Logistics Agreement	-	N/A
Emerson Healthcare, LLC	Amendment #2 to the Services Logistics Agreement by and between Purdue Pharma L.P. and Emerson Healthcare, LLC	Services Logistics Agreement	-	N/A
Insites Marketing Consulting, Inc. and Gongos LLC	Master Services Agreement by and among Avrio Health L.P., Insites Marketing Consulting, Inc. (assumed from Join the Dots (USA) Inc.) and Gongos LLC	Services Agreement	\$14,920.00	February 18, 2019
Insites Marketing Consulting, Inc. and Gongos LLC	Amendment #1 and Consent to Assignment to the Master Services Agreement by and among Avrio Health L.P., Insites Marketing Consulting, Inc. (assumed from Join the Dots (USA) Inc.) and Gongos LLC	Services Agreement	-	N/A
Insites Marketing Consulting, Inc. and Gongos LLC	Amendment #2 and Consent to Assignment to the Master Services Agreement by and among Avrio Health L.P., Insites Marketing Consulting, Inc. (assumed from Join the Dots (USA) Inc.) and Gongos LLC	Services Agreement	-	N/A
Lightspeed GMI Singapore Pte Ltd	Master Services Agreement by and between Avrio Health L.P. and Lightspeed GMI Singapore Pte Ltd	Services Agreement	\$40,612.50	July 1, 2019
Lightspeed GMI Singapore Pte Ltd	Amendment #1 to the Master Services Agreement by and between Avrio Health L.P. and Lightspeed Singapore Pte Ltd	Services Agreement	-	N/A
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	April 1, 2011
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Amendment #1 to the Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	N/A
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Amendment #2 to the Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	N/A
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Amendment #3 to the Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	N/A
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Amendment #4 to the Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	N/A
P&L Development, LLC (f/k/a P&L Development of New York Corporation)	Amendment #5 to the Packaging Agreement by and between P&L Development, LLC (f/k/a P&L Development of New York Corporation) and Purdue Pharma L.P.	Packaging Agreement	-	N/A

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
Patheon Softgels Inc.	Manufacturing Services Agreement by and between Patheon Softgels Inc. and Purdue Pharma L.P.	Manufacturing Services Agreement	-	July 25, 2017
Patheon Softgels Inc.	Proposal for: Confirmation for Increasing Lot Size of Colace 100mg by and between Patheon Softgels Inc. and Purdue Pharma L.P.	Statement of Work	-	May 22, 2018
Patheon Softgels Inc.	Formulation Development, Feasibility, Scale up, and Registration Proposal for Purdue Pharma L.P., by and between Patheon Softgels Inc. and Purdue Pharma L.P.	Statement of Work	-	January 8, 2018
Patheon Softgels Inc.	Quality Agreement by and between Patheon Softgels Inc. and Purdue Products L.P. and Purdue Pharma L.P.	Quality Agreement	-	July 26, 2017
PDI Inc.	Non-Exclusive Supply and Distribution Agreement by and between PDI Inc. and Avrio Health L.P.	Supply and Distribution Agreement	-	February 28, 2019
PDI Inc.	Amendment #1 to the Non-Exclusive Supply and Distribution Agreement by and between PDI Inc. and Avrio Health L.P.	Supply and Distribution Agreement	-	N/A
PDI Inc.	Quality Agreement by and between PDI Inc. and Purdue Products L.P. and Purdue Pharma L.P.	Quality Agreement	-	July 15, 2019
Pharma Nobis	Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	-	April 30, 2019
Pharma Nobis	Amendment #1 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	-	N/A
Pharma Nobis	Amendment #2 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	-	N/A
Pharma Nobis	Amendment #3 to the Non-Exclusive Supply and Distribution Agreement by and between Pharma Nobis and Avrio Health L.P.	Supply and Distribution Agreement	-	N/A
Pharmaceutical Research Associates, Inc.	Amended and Restated License Agreement by and between Pharmaceutical Research Associates, Inc. and Purdue Products L.P. (BETADINE)	License Agreement	-	November 29, 2006
Pharmaceutical Research Associates, Inc.	Amended and Restated License Agreement by and between Pharmaceutical Research Associates, Inc. and Purdue Products L.P. (SENOKOT)	License Agreement	-	November 29, 2006
PL Developments of New	Quality Agreement by and between PL Developments of New York	Quality	-	March 15,

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
York Corporation	Corporation and Purdue Pharma L.P.	Agreement		2015
Purdue Pharma Canada	Quality Agreement by and between Purdue Pharma Canada and Purdue Pharma L.P.	Quality Agreement	-	February 13, 2019
Susan B. Levy Consulting, LLC	Consultant Services Agreement by and between Avrio Health L.P. and Susan B. Levy Consulting, LLC	Services Agreement	-	January 17, 2019
Susan B. Levy Consulting, LLC	Amendment #1 to the Consultant Services Agreement by and between Avrio Health L.P. and Susan B. Levy Consulting, LLC	Services Agreement	-	N/A
Susan B. Levy Consulting, LLC	Amendment #2 to the Consultant Services Agreement by and between Avrio Health L.P. and Susan B. Levy Consulting, LLC	Services Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	July 22, 2003
Thatcher Pharmaceuticals L.P.	Amendment #1 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #2 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #3 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #4 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #5 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #6 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #7 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #8 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #9 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #10 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #11 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #12 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Pharmaceuticals L.P.	Amendment #13 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
Thatcher Pharmaceuticals L.P.	Amendment #14 to the Distribution Agreement by and between Thatcher Pharmaceuticals L.P. and Purdue Products L.P.	Distribution Agreement	-	N/A
Thatcher Company, Inc.	Quality Agreement by and between Thatcher Company, Inc. and Purdue Pharma L.P.	Quality Agreement	-	May 21, 2019
Thatcher Pharmaceuticals, Inc.	Letter Agreement by and between Thatcher Pharmaceuticals, Inc. and Avrio Health L.P.	Letter Agreement	-	November 12, 2018
The Emerson Group	National Sales & Marketing Agreement by and between Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	January 1, 2015
The Emerson Group	Amendment #1 to the National Sales & Marketing Agreement by and among Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	N/A
The Emerson Group	Amendment #2 to the National Sales & Marketing Agreement by and among Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	N/A
The Emerson Group	Amendment #3 to the National Sales & Marketing Agreement by and among Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	N/A
The Emerson Group	Amendment #4 to the National Sales & Marketing Agreement by and among Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	N/A
The Emerson Group	Amendment #5 to the National Sales & Marketing Agreement by and among Purdue Pharma L.P. and Purdue Products L.P. and The Emerson Group	Sales & Marketing Agreement	-	N/A
The Myle Group, Inc.	Consultant Services Agreement by and between Avrio Health L.P. and The Myle Group, Inc.	Services Agreement	-	October 22, 2018
The Myle Group, Inc.	Amendment #1 to the Consultant Services Agreement by and between Avrio Health L.P. and The Myle Group, Inc.	Services Agreement	-	N/A
New Frontier Marketing Associates, LLC	Consultant Services Agreement by and between Avrio Health L.P. and New Frontier Marketing Associates, LLC	Services Agreement	\$19,850.00	March 8, 2018
New Frontier Marketing Associates, LLC	Amendment #1 to the Consultant Services Agreement by and between Avrio Health L.P. and New Frontier Marketing Associates, LLC	Services Agreement	-	N/A
NCH Marketing Services, Inc.	Master Services Agreement by and between Avrio Health L.P. and NCH Marketing Services, Inc.	Services Agreement	-	January 1, 2016
NCH Marketing Services, Inc.	Amendment #1 to the Master Services Agreement and the Statement of Work by and between Avrio Health L.P. and NCH Marketing Services, Inc.	Services Agreement	-	N/A

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
NCH Marketing Services, Inc.	Amendment #2 to the Master Services Agreement by and between Avrio Health L.P. and NCH Marketing Services, Inc.	Services Agreement	-	N/A
NCH Marketing Services, Inc.	Statement of Work by and between Avrio Health L.P. and NCH Marketing Services, Inc.	Statement of Work	-	January 1, 2016
NCH Marketing Services, Inc.	Amendment #2 to the Statement of Work by and between Avrio Health L.P. and NCH Marketing Services, Inc.	Statement of Work	-	N/A
Nielsen Consumer LLC	Master Services Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	\$114,223.50	May 15, 2019
Nielsen Consumer LLC	Local Service Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	-	May 16, 2019
Nielsen Consumer LLC	Amendment #1 to the Local Service Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	-	N/A
Nielsen Consumer LLC	Amendment #2 to the Local Service Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	-	N/A
Nielsen Consumer LLC	Amendment #3 to the Local Service Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	-	N/A
Nielsen Consumer LLC	Amendment #4 to the Local Service Agreement by and between Nielsen Consumer LLC and Avrio Health L.P.	Services Agreement	-	N/A
Nielsen Consumer LLC	Consultant Services Agreement by and between Nielsen Consumer LLC and Purdue Pharma L.P.	Services Agreement	-	November 21, 2017
Nielsen Consumer LLC	Amendment #1 to the Consultant Services Agreement by and between Nielsen Consumer LLC and Purdue Pharma L.P.	Services Agreement	-	N/A
The Secretary of Health and Human Services	Pharmaceutical Pricing Agreement by and between the Secretary of Health and Human Services and Purdue Products L.P.	Pricing Agreement	-	March 28, 2006
The Secretary of Health and Human Services	Pharmaceutical Pricing Agreement Addendum by and between the Secretary of Health and Human Services and Purdue Pharma L.P.	Pricing Agreement	-	January 18, 2017
The Secretary of Health and Human Services	National Drug Rebate Agreement by and between the Secretary of Health and Human Services and Avrio Health L.P.	Rebate Agreement	-	August 27, 2018
The Secretary of Health and Human Services	Medicaid Drug Rebate Agreement by and between the Secretary of Health and Human Services and Avrio Health L.P.	Rebate Agreement	-	August 27, 2018
TopSpin Group	Master Services Agreement by and between Avrio Health L.P. and TopSpin Group	Service Agreement	\$7,800.00	April 4, 2019
TopSpin Group	Amendment #1 to the Master Services Agreement by and between Avrio Health L.P. and TopSpin Group	Service Agreement	-	N/A
Valassis Communications, Inc.	Master Performance Agreement by and between Purdue Pharma L.P. and Valassis Communications Inc.	Performance Agreement	-	December 22, 2016
Valassis Communications, Inc.	Amendment #1 to the Master Performance Agreement by and between	Performance	-	N/A

Counterparty	Contract Name	Contract Type	Estimated Cure Costs	Date
	Purdue Pharma L.P. and Valassis Communications Inc.	Agreement		
Valassis Communications, Inc.	Amendment #2 to the Master Performance Agreement by and between Purdue Pharma L.P. and Valassis Communications Inc.	Performance Agreement	-	N/A
Valassis Communications, Inc.	Amendment #3 to the Master Performance Agreement by and between Purdue Pharma L.P. and Valassis Communications Inc.	Performance Agreement	-	N/A
Valassis Communications, Inc.	Amendment #4 to the Master Performance Agreement by and between Purdue Pharma L.P. and Valassis Communications Inc.	Performance Agreement	-	N/A
Xttrium Laboratories, Inc.	Quality Assurance Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Quality Agreement	-	December 1, 2012
Xttrium Laboratories, Inc.	Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	December 1, 2011
Xttrium Laboratories, Inc.	Amendment #1 to the Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	N/A
Xttrium Laboratories, Inc.	Amendment #2 to the Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	N/A
Xttrium Laboratories, Inc.	Amendment #3 to the Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	N/A
Xttrium Laboratories, Inc.	Amendment #4 to the Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	N/A
Xttrium Laboratories, Inc.	Amendment #5 to the Distribution Agreement by and between Xttrium Laboratories, Inc. and Purdue Products L.P.	Distribution Agreement	-	N/A